

Terms and Conditions for the Using Phone Banking Service of Standard Chartered Bank (Thai) PLC.

Please read these terms and conditions carefully.

These terms and conditions set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the Service.

You agree to use Phone Banking Service, service pursuant to details of service specified by the Bank. You agree to comply with the following terms and conditions:

1. This Agreement

1.1 replaces all earlier terms and conditions relating to the Service (if any) except as otherwise notified by us;

1.2 is in addition to the terms and conditions that apply to the individual accounts or business accounts (as the case may be) which you may be accessing through the Service. If there is a conflict between the terms and conditions of this Agreement and any other relevant terms and conditions, the terms and conditions of this Agreement will prevail; and

1.3 relates to (a) business accounts in the name of your company; (b) individual accounts in your sole name and (c) joint accounts (collectively, "Eligible Accounts"). However, account holders who do not have an Eligible Account for these purposes may nonetheless make account enquiries by using this service but only for certain Phone Banking Service, or as notified to you in the future.

1.4 In relation to the use of Phone Banking Service, the terms and conditions therefore shall be prescribed by the Bank.

1.5 Some words and expressions used in this Agreement have particular meanings as follows:

We/us/our/Bank refer to Standard Chartered Bank (Thai) Co., Ltd.

You/your/ The User means you, the customer(s), who applied to use the Service.

2. The accounts on which you may use the services

2.1 You agree that the use of the Service by you will constitute your agreement to and acceptance of these terms and conditions as well as your acknowledgement of the inherent risks in conducting any transaction over the Phone Banking Service.

2.2 By agreeing to be bound by the terms of this agreement, you agree that the Service will be available on all Eligible Accounts with us, whether is opened now or opened in the future, including any joint accounts that you hold with others. The Service cannot be used on some types of accounts and we will advise you from time to time as to which accounts are eligible.

2.3 In order to use the Service, you must:

2.3.1 be the holder of an Eligible Account or a person authorized to operate an Eligible Account (as the case may be) and

2.3.2 apply to use the Phone Banking Service and/ or

2.3.3 apply an inter-account transfer service via Phone Banking Service by yourselves at domicile bank (if you request for additional service of fund transfer service).

3. Following our User Guidance

3.1 Guidance on the operation of the Service will be made available to you including terms and conditions of Phone Banking Service. You can find this information at www.standardchartered.co.th or request via fax at Phone Banking Service1595.

3.2 The Bank may inform you from time to time about changes the user guidance of the Service.

3.3 User Guidance means the guidelines the Bank provides from time to time in connection with your operation of the Service, which may include guidance:

- in hard copy form (for example, in a user manual or by letter); and
- spoken guidelines (e.g. by Customer Service Representative, Automatic Voice Response in Phone Banking Service); and
- through any on-line help service available as part of the Service

4. Your responsibilities for security

4.1 To enable you to use the Service, the Bank may give you an initial Telephone Identification Number ("TIN Password"). You must change password via Phone Banking Service 1595 and dispose of TIN envelope immediately.

4.2 You must not disclose your TIN Password to anyone else, including to someone who is a joint account holder with you, or to a member of our staff, or to someone giving assistance on a service helpdesk.

4.3 You must not record your TIN Password in a way that could make it recognizable by someone else as TIN Password.

4.4 If you discover or suspect that your TIN Password is known to someone else, you must immediately change the TIN Password yourself through the Phone Banking Service. If this is not possible, you must notify the Bank as soon as reasonably practicable by telephoning No. 1595.

5. Funds Transfer Service ("FTS")

5.1 You may use the Service of inter-account transfer via Phone Banking Service from your main account to secondary accounts as the instructions you have given at domicile branch.

5.2 You may make many instructions to transfer funds via Phone Banking Service in any one day as you wish and the maximum amount per day shall not exceed as the instructions you have given at domicile branch or the maximum amount defaulted by the Bank in case that you do not specify the maximum amount in written.

6. Checking your statements

6.1 In connection with your account:

6.1.1 You acknowledge that any information pertaining to your accounts or transactions as reported through the Phone Banking Service may not always be completely up to date as there may be transactions and/or instructions which, without limiting the generality of the foregoing, have yet to be processed by us, require verification of the Bank, or are in progress. You agree that the information pertaining to the Service shall not use for any purpose whatsoever be taken as conclusive of your account balance or transaction status. We do not warrant the accuracy of any information pertaining to your accounts or transactions as reported through the Phone Banking Service.

6.1.2 If you become aware of any transaction on any of your accounts that has not been validly authorized by you, you must notify us as soon as reasonably practicable by telephoning us No. 1595. For this purpose, you must check bank Statements we send you within a reasonable time (as determined by reference to the product-specific terms and conditions or as set out in the Statement(s)) after you receive them and let us know as soon as reasonably practicable about any errors or unauthorized transactions.

6.2 You acknowledge that any transaction made through the Phone Banking Service shall be undertaken through an Automatic Service Machine. You, therefore, are not required to produce evidence of that transaction or any other documentation to the Bank except as otherwise requested by the Bank or specified herein. You agree to be liable for all transactions as though they had been undertaken by yours. If any damage arises in relation to these transactions for whatever reason, You shall be liable for such damage in all respects without any liability on the Bank.

6.3 The Bank shall have the right (but not an obligation) to rely on your verbal instruction which the Bank believes in good faith that such instruction has been given by your behalf in accordance with the procedures specified in the User Guidance or handbook "**Instruction**", irrespective of any existing or future terms, conditions, arrangements or arrangements between the Bank and you. All Instructions are irrevocable, irreversible and unconditional. The Bank shall be authorized to follow your Instructions, regardless of whether or not, in any circumstance, the Instruction or notice appears to the contrary. However, the Bank reserves the right to refuse or discontinue the Instructions for the following events: (a) the insufficiency of your outstanding credit balance, (b) non-existence or suspension of any Bank's credit line granted to you, (c) transaction with the Bank which may lead to an excess of the credit line originally agreed between the Bank and you, (d) transaction which is related to or become a dispute pending the court's trial, (e) notice of the Bank informing you of any operation irregularity which arises prior to or at the time of the Bank's execution of the transaction, (f) you fail to perform or comply with any terms or agreements with the Bank or (g) a consequence of Act of God.

6.4 The Bank shall have no obligation to prove and authenticate the identity or authority of any person who claims that he/she is authorized to give the instruction has been given on your behalf. The Bank shall have no any liability if it follows the Instruction in good faith in the belief that the Instruction has been given by you or by your authorized person, irrespective of what the circumstance was at the time of giving the Instruction, on which terms and conditions the banking arrangement or amount of fund in respect of the Instruction have been agreed, and whether or not there is any irregularity, misunderstanding, fraud, forgery, non-transparency or non-authorization of the Instruction.

6.5 The Phone Banking Services are provided for your convenience. Consequently, the Bank shall not be liable for any error, mistake or damage which may arise in connection with the services, information or evidence relating to the use of Phone Banking Services. You shall not raise such error, mistake or damage as proof or evidence in bringing a challenge or legal action against the Bank.

6.6 The Bank shall have the right (but not the obligation) to record your instruction in writing or by tape recording or otherwise. Any recorded instruction shall be final and binding on you. You irrevocably and unconditionally agree that the Bank may at any time refer to the recorded Instruction as evidence in the investigation or legal proceedings against you.

6.7 You shall ensure that your outstanding credit balance or credit line in respect of your account is sufficient for the fulfillment of any Instruction. The Bank shall have no liability which may be incurred in connection with any failure or delay on the Bank's part in the fulfillment of your Instruction as a result of the non-existence or insufficiency of your approved credit balance. Nonetheless, the Bank shall have the discretion to follow such Instruction, irrespective of the non-existence or insufficiency of your approved credit balance and without prior notice to or prior consent from you. Consequently, you shall be liable to the Bank for the amount advanced by the Bank or amount of the credit arising in connection with this transaction.

7. Operating times, changes and disruptions

7.1 The Service will usually be available for use at the times given in the User Guidance or at other times notified to you. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours.

7.2 In connection with the Service, we are entitled at any time to:

7.2.1 change the mode of operation; or

7.2.2 add to, remove or otherwise change, end or suspend any of the facilities available; or

7.2.3 end the Service. If we decide to change or end the Service, we will try to give you at least 15 days' notice in advance.

8. Ending your use of the service

8.1 You may cancel your use of the Phone Banking Service at any time by giving notice through the domicile branch.

8.2 The Bank has the right to end or suspend your use of Phone Banking Service at any time. However, the Bank may give you of notice at least 15 days in advance or a shorter period of notice if the Bank consider it necessary, for example because of security concerns in connection with your use of the Service or because the Bank is concerned that you have operated any of your accounts in breach of your arrangements with the Bank.

9. About our charges

9.1 The Bank is entitled:

9.2 to charge you fees and charges for the Service; and

9.3 The Bank reserves its right to determine and charge any fee and/ or service charge at the rate and in the manner as the Bank deems appropriate. The Bank shall inform you by posting a notice at branches of the Bank and/or sending notice to you and/or by other method as the Bank deems appropriate at least 15 days in advance.

10. The validity of the terms of this agreement

10.1 If any one or part of the terms of this Agreement proves to be illegal or unenforceable in any way, this will not affect the validity of the remaining terms.

10.2 The Bank believes the terms of this Agreement are fair. If any one or part of them proves to be not legally valid because it is unfair or for any other reason, the Bank is entitled to treat that term as changed in a way that makes it fair and valid.

11. Communications between you and the Bank

11.1 If you found any errors, any doubts of your account movement, or any transactions previously executed without your permission via automatic Phone Banking Service, you yourselves shall have to inform the Bank by contacting the Bank's Phone Banking Service at telephone number 1595 or by writing a letter to the Bank without any delay. In connection with this, you shall have to provide the Bank with the following details:

- your name and account number;
- estimated amount of errors;
- type of transaction or activity, including the date and time of occurrence thereof;
- details of errors and reference code (if any); and
- your reachable contact name and address, including your e-mail address (if any).

After the Bank receives information of any errors or irregular activity made through the Bank's Phone Banking Service as stated above, the Bank shall investigate such error or irregularity promptly and inform you the result of such investigation as soon as possible.

11.2 Any complaints in connection with the Service should be directed to: Standard Chartered Bank (Thai) Public Company Limited, 90 North Sathorn Road, Silom, Bangkok 10500, Thailand (or any other address we may notify to you from time to time for this purpose).

11.3 If the Bank needs to send you a notice, the Bank will use the address you have given us most recently in connection with your bank accounts.

12. Governing Law

This Agreement is governed by the laws of Thailand. Both parties agree to submit to the jurisdiction of the Thai courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which is appropriate. In the event of any inconsistency between the English version and the Thai version of this agreement, the Thai version of this Agreement will prevail.